

1901-001  
Lee Co.

Chancery Causes: Gdn. of C. M. O. Willoughby & vs. Nancy J. Willoughby, &c  
infant

Cook, Kennedy, Ely, Duncan

CA - Estate Dispute  
T - Property



To the Honorable H. A. W. Skeen Judge  
of the Circuit Court for Lee County Virginia,  
Your orator, A. W. Leach, guardian  
for Nancy J. Willoughby and C. M. O.  
Willoughby, would respectfully re-  
sult to the said court, that at the  
18 of the County Court for Lee  
County Virginia, he was appointed  
and qualified as the guardian of  
the said Nancy J. Willoughby and  
C. M. O. Willoughby, they then being  
under the age of twenty one years,  
and gave bond as such as requir-  
ed by law, and duly certified copies  
of said appointment and bond  
will be filed herewith as part hereof  
if deemed necessary; and that  
his words, the said Nancy J. and  
C. M. O. Willoughby are still under  
the age of twenty one years,  
the said Nancy J. Willoughby  
being under the age of fourteen  
years, and the said C. M. O. Willoughby  
being over the age of fourteen years.  
Your Orator states that one S. H.  
Winter deceased, was in his lifetime,  
the owner of an undivided one-third  
interest in the remainder in fee-  
simple of a certain tract of land  
situate and lying in Lee County  
Virginia, about two miles south of  
the town of Jonesville, on the south



side of Powell's River, which is known as the "Home Place" of Daniel S. Dickinson deceased, and contains about two hundred acres <sup>to 240</sup> more or less, and said tract of land was assigned to Martha A. Dickinson, the widow of the said Daniel S. Dickinson deceased, for and during her natural life, as and for her dower in the real estate of the said Daniel S. Dickinson died, and said assignment is duly recorded in the Clerk's office of the County Court, for Lee County Virginia, in Deed Book no, page and reference is hereby made to said assignment of dower for a more particular description of said tract of land.

Your Orator further states that the said S. H. Winter by his last will and testament dated on the day of 18, which was duly probated, and is recorded in said County Court Clerk's office in Will Book no, page, devised his said undivided one third interest in said tract of land, described as aforesaid, to Maud Willoughby now married to W. J. Kennedy, Carlisle H. Willoughby, and the said Nancy J. Willoughby and C. M. O. Willoughby.



Your orator's said two words, Equally  
between the said four Willoughby  
children, and it will be observed  
that the said Nancy J. Willoughby  
and C. M. O. Willoughby are each  
the owners of an undivided one  
fourth interest in the undivided  
one-third interest of the said  
S. H. Winter in said tract of  
land covered with the dower  
of the said Martha A. Dickinson,  
as aforesaid, who is now about  
60 years old.

Your Orator will now show the  
Court that there is and has been  
cleared about two thirds of said  
tract of land, but a portion of  
said cleared land is grown  
up in bushes, and the other  
part of the cleared land is  
very thin and worn by constant  
cultivation; that part of said  
tract of land not cleared has no  
merchable timber on it,  
and is very steep and rocky as  
well as a considerable portion  
of said cleared land is steep  
and rough; that the entire place  
is greatly out of repair, the fences  
destroyed and for the most part gone,  
that there are no buildings on it—  
worth mentioning, except an old



been greatly out of repair. that  
the said tract of land thus cov-  
ered by said dower, and being  
thus used will soon be of little  
value, and in fact in its present  
condition would take consid-  
erable time, and a great  
expenditure of money to restore  
it to a profitable cultivation,  
and that your orator thinks,  
and states to the Court that the  
interests of his said wards in  
said tract of land would  
be promoted by a sale thereof,  
and the money arising  
therefrom loaned or invested  
in other property for them.

Your orator further states that  
the said Corlisse H Willoughby  
and Maud Kennedy ne Willoughby,  
are over the age of twenty one years,  
and have sold their respective  
interests in said tract of land  
at the price of \$100<sup>00</sup> each, and  
the interests of the other adult owners  
therein have been recently sold  
for the same and at less  
prices.

Your orator will now state  
to the Court that he has recently  
contracted to D. C. Sewell



the interests of Nancy J. and C.M.  
O. Willoughby, his said words,  
in said tract of land at  
the price of \$100<sup>00</sup> each, and the  
costs and expenses of this  
suit to be paid by the said  
D.C. Sewell, and respectfully  
asks that said contract be  
approved and carried out  
by said Court, believing as he  
does that the interests of his  
said words will be promoted  
by so doing. A copy of said  
Contract is herewith filed and  
prayed to be considered as  
part hereof ("marked Contract").

Your orator further states  
that in the event of the death of  
both of his said words before  
attaining the age of twenty  
one years, without issue, that  
their mother Emma Willoughby,  
and their brother and sister,  
Carlisle H. Willoughby and  
Maud Kennedy and her husband  
W.G. Kennedy would be their heirs.

Therefore, the object of this bill  
is to have said Contract made by  
your orator with the said D.C. Sewell,  
for the sale of his said words inter-  
ests in said tract of land approved  
and carried out by the Court.



or for a sale of the same under  
the statute in such cases made  
and provided.

The prayer, therefore, of your orator  
is that the said Nancy J. Willoughby,  
C. M. O. Willoughby, Emma Willoughby,  
Maud Kennedy, W. S. Kennedy, and  
Carlisle H. Willoughby, be made  
parties defendant to this bill,  
and be required to answer the  
same; that the said Emma Wil-  
loughby, Maud Kennedy, W. S.  
Kennedy and Carlisle H. Willough-  
by need not answer under oath,  
an answer under oath being waived  
as to them, but an answer under  
oath in person is required of  
C. M. O. Willoughby he being an infant  
over fourteen years old; that a  
guardian ad litem be appointed  
to represent the said Nancy J.  
Willoughby and C. M. O. Willoughby,  
the said infant defendants in this  
suit, and who is required to answer  
under oath for them; that said  
contract for the sale of said woods  
interests in said tract of land  
to the said D. C. Sewell, be approv-  
ed and carried out by the Court,  
or for a sale of the same under  
the statute in such cases



made and provided; that an order  
of publication be duly made  
posted and published against  
the said Maud Kennedy and  
M. J. Kennedy, who are the non-  
resident defendants in this  
suit, And for all other further  
and general relief as is agree-  
able to equity, and suitable  
to his case, May I pray, in  
va. And your orator will ever  
pray va.

B. H. Sewell  
P.

Virginia, Lee County, to wit: -

I, George P. Cridlin, a Notary  
Public in and for the County and State  
aforesaid, do certify that A. W. Canty,  
guardian for Nancy J. C. McDougall,  
the plaintiff in the foregoing bill, <sup>personally appeared before me, the Notary, and</sup> and  
made oath in due form of law,  
that the matters and allegations  
in the said bill are true in so  
far as made upon his own knowledge, and  
in so far as made upon information derived  
from other he believes to be true.  
Given under my hand, this the 4<sup>th</sup> day  
of February 1901.

Geo. P. Cridlin N. P.



Plaintiffs Costs  
 Clerk 3.88  
 Tax 1.50  
 Shiff 50  
 atty 15.00  
 G.A.L. 5.00  
 \$25.88

A. W. Cook Guardian  
 vs { Orig Bill  
 Hawley J. Willoughby et al

1901 1st Feb'y rules Bill filed  
 Sum accepted & sent to  
 depts and answers of Howard  
 As litig. filed for infant  
 depts. & by Willoughby et al  
 2nd Feb'y rules D. N. Conf'd  
 & Cause set for hearing

1901 1st Feb'y rules Bill filed  
 Spa accepted by adult  
 depts, order appointing  
 G.A.L. for infant depts  
 ans of G.A.L. filed, ans  
 of L. M. O. Willoughby filed  
 in his own person  
 & Decree nisi  
 " 2nd Feb'y rules D. N.  
 Confirmed & Cause set  
 for hearing by Peff

March Term 1901 Decree  
 final loby Order Book  
 No 6 Page 534



To the Honorable H.A.W.Skeen, Judge of the Circuit Court  
of Lee County, Virginia:

The answer of C.M.O. Willoughby <sup>an infant over the age of 14 years</sup> to a bill exhibited against him and others in your Honor's Court by A.W. Couk, his guardian.

Respondent would say that it is understanding and belief that A.W. Couk has legally qualified as his guardian and also that of his sister Nancy J. Willoughby, as set out in plaintiff's bill; that he has had read to him the said plaintiff's bill and so far as he knows, or is capable of understanding, its allegations are correct; that he believes that a sale of his interest in the land in the said bill mentioned would be beneficial to him, and he therefore desires your Honor to approve the contract as made by his said guardian for the sale of said land to D.C. Sewell, or order a sale of his interest under the statute if the Court deems best.

And now having answered said bill as fully as he is advised that it is material that he should answer, your respondent prays to be hence dismissed with his reasonable costs in this behalf expended.

C.M.O. Willoughby.

Robt. L. Pennington P.D.

Virginia, Lee County, to-wit:

This day personally appeared before me, Geo. P. Cridlin, a notary public, in and for the County of Lee in the state aforesaid, C.M.O. Willoughby, whose answer is above written, and made oath that the statements contained in the said answer, so far as made of his own knowledge are true; and so far as made upon the knowledge or information derived from others he believes to be true.

Given under my hand this the 4th day of February, 1901.

Geo. P. Cridlin  
Notary public.



C. M. O. Willoughby et al

ads { answer.

A. W. Cook, Guard &c.

Filed July 4<sup>th</sup>, 1901.



To the Honorable H.A.W.Skeen, Judge of the Circuit

Court of Lee County, Virginia:

The answer of C.M.O.Willoughby and Nannie J. Willoughby, infants under the age of twenty-one years, by Geo.P.Cridlin, their guardian ad litem, assigned to defend them in this suit, to a bill of complainant exhibited against them and others in this Honorable Court by A.W.Couk, Guardian.

The respondents reserving to themselves the benefit of all just exceptions to said bill, for answer thereto, or to so much thereof as they are advised that it is material they should answer, by their said guardian ad litem answer and say:-

That they are infants of tender years, and by reason of their infancy, are incapable of understanding, or of taking care of their rights and interests. They therefore, by their said guardian ad litem, commend themselves and their rights and interests to the protection of the Court, and pray that no decree may be pronounced which will stand to their prejudice.

And having fully answered, the said respondents pray to be hence dismissed with their reasonable costs in this behalf expended, and she will ever pray &c.

Geo. P. Cridlin  
Guardian ad litem for:  
C.M.O.Willoughby, and  
Nannie J. Willoughby.

Sworn to before me, this the 4<sup>th</sup> day of Feb, 1901.

A.B. Munsey  
Clerk of Circuit Court of Lee Co. Va.



C. M. O. Willoughby et al.  
ads. { answer of  
Geo. P. Cridden L.A.R.

A. W. Cook, Adm'r.

Filed Feb 4<sup>th</sup> 1901

A. B. Munsey Clerk



A.W.Couk Guardian &c.

Vs.

Nancy J.Willoughby et al.)

In chancery.

This cause came on again this the 12th day of March, 1901, to be again heard upon the papers heretofore read in the cause, and report of Special Commissioner Geo.P.Cridlin with the deed and purchase money bonds therewith, filed in the casue this day, and was argued by counsel. On consideration whereof, and it appearing to the Court that the deed required, by the decree of March the 9th, 1901, to be executed by Geo.P.Cridlin, Special Commissioner, conveying the interests of C.M.O. Willoughby and Nancy J.Willoughby in the land in the bill and proceedings mentioned, to D.C.Sewell and Mary P.Sewell, his wife, and that the bonds for the purchase money, required to be executed by D.C.Sewell and Mary P.Sewell, have all been made and executed, and that there are no exceptions filed to said report of Geo.P.Cridlin, Special Commissioner as aforesaid, or to the said deed and bonds; it is therefore adjudged, ordered and decreed that the said report of Special Commissioner, Geo.P.Cridlin, together with the said deed and bonds, be, and are each and all hereby approved and confirmed. It is further ordered that the said D.C.Sewell and Mary P.Sewell are allowed to withdraw said deed from the files of this cause; and that the said Guardian A.W.Couk be allowed to take said purchase money bonds into his possession. And therein being nothing further to be done in this cause it is hereby stricken from the docket.



A. W. Cook, Guardian to.  
vs. } Decree No. 2.

Nancy J. Willoughby et al.  
Em. C. B. C. R. 534

Enter this Decree  
March 12, 1901  
H. C. W. Sherrin



A.W.Couk, Guardian &c. )

Vs. )

Nancy J. Willoughby et al. )

In Chancery.

This cause came on this the 9th day of March, 1901, to be heard upon the bill of the plaintiff and exhibits filed therewith; the answer of C.M.O. Willoughby in his own proper person, being an infant over the age of fourteen years, the answer of Geo. P. Gridlin Guardian ad litem duly assigned by the Court to defend the infant defendants, C.M. O. Willoughby and Nancy J. Willoughby in this suit, the depositions of witnesses, and upon process duly executed upon the said infant defendants, and upon process duly accepted by the adult defendants, Emma Willoughby, C.H. Willoughby, Maud Kenedy and W.T. Kenedy, and was argued by counsel. And it appearing to the Court that none of the said adult defendants have appeared and demurred, pleaded to or answered said bill, the same is taken for confessed as to them. On consideration whereof, the Court is of opinion that the interests of the said infant defendants, C.M.O. Willoughby and Nancy J. Willoughby, the wards of the said Guardian and plaintiff, in the land in the bill and proceedings mentioned, are and will be promoted by a sale thereof made by and in accordance with the contract of the Guardian of said infants with D.C. Sewell as appears by the contract filed with the plaintiff's bill marked "Contract", it is therefore adjudged, ordered and decreed that the said contract of sale be, and the same is hereby approved and confirmed. And it further appearing to the Court from said contract that the purchaser, D.C. Sewell, is to pay the contract price for said infants interest in said tract of land, upon such time and terms as the Court may direct, it is further adjudged, order and decreed that the said D.C. Sewell, purchaser as aforesaid, will execute to the Guardian of said infants, A.W. Couk, his two separate bonds for the sum of One Hundred Dollars (\$100.00) each, payable in one and two years time <sup>from this date</sup> with six per cent interest from the date thereof, giving good personal security; and that Geo. P. Gridlin is hereby appointed a Special Commissioner for the purpose, who will duly make, execute and <sup>acknowledge</sup> a deed with covenants of special warranty, conveying to the purchaser, <sup>and Mary P. Sewell, his wife jointly and equally, such conveyance</sup> D.C. Sewell the undivided one-fourth interest of each of the said in-

*purchase money*  
*done at the request of D.C. Sewell made in open Court the said Mary P. Sewell agreeing to furnish one half of the*



fant defendants, C.M.O. Willoughby and Nancy J. Willoughby in and to an undivided one-third interest in the tract of land in the bill and proceedings mentioned, and as sold in said contract. In said deed the said Commissioner will retain a lien on the said interest of the said infants to further secure the said two purchase money bonds directed to be executed to the said Guardian as aforesaid. Said Commissioner will report his action hereunder together with the execution of said notes of the purchaser to a future day of this term of the Court. And it is further ordered that the purchaser D.C. Sewell pay the cost of this suit in accordance with the said contract of sale, and until the coming of the said Commissioner's report, this cause is continued.



A. W. Cook adms. &c.

ads. { Decree

Nancy J. Willoughby et al.

Enter this decree

March 9<sup>th</sup> 1901.

H. A. W. Sherr

Entered on C. O. B. No 6.  
P. P. 525, 526 + 527.



To Geo P. Criddle, Guardian ad litem for Nancy J  
Willoughby & C. M. O. Willoughby in the suit of A. H. Cook guardian vs C. M. O. Willoughby & others

Take notice that I shall, on the 15<sup>th</sup> day of February 1890,  
at Law office of C. T. Duncan in Jonesville Lee County Virginia -  
between the hours of 8 o'clock A. M. and 6 o'clock P. M., on that day, proceed to take the depositions  
of J. M. M. Ely Jr, C. T. Duncan and others, to be read in evidence in my behalf,  
in a certain Suit in Chancery depending in the Aircuit court for the  
County of Lee wherein you are Nancy J. Willoughby, C. M. O. Willoughby, & others  
and I as guardian; and if, from any cause, the taking of the said depositions  
be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the  
same will be adjourned and continued from day to day, or from time to time, at the same place and  
between the same hours, until the same shall be completed.

Respectfully yours,

A. H. Cook Guardian  
by Counsel -



*A. M. Cook guard*

vs.

}

NOTICE TO TAKE  
DEPOSITIONS.

*C. M. O'Millanthy*

p. q.

I accept legal  
service of the within  
-in notice, this

July. 12<sup>th</sup> 1901.

*Geo. P. Cridlin*



The deposition of J.W.M.Ely, Jr., and others taken this February, 15th at the law office of C.T.Duncan in the town of Jonesville, pursuant to notice hereto attached and also by agreement of parties, which depositions are intended to be read as evidence on behalf of the plaintiff in a certain suit in chancery pending in the circuit Court of Lee County Virginia, wherein A.W.Couk Guardian for Nancy J.Willoughby and C.M.O.Willoughby is plaintiff and the said Nancy J.Willoughby and others are defendants.

Present counsel for the plaintiff, and Geo.P.Cridlin, Guardian ad litem for infant defendants.

Q.W.M.Ely, Jr., a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Please state you age residence and occupation.

A.-- I am 32 years old, near Libby post office Lee County Virginia and am a farmer.

Q.2.-- How near do you live to the tract of land known as the dower land of Martha A.Dickenson in which the Willoughby children have a small interest?

A.-- I live in less than a mile from it and my land adjoins it, and I formerly owned a one-third interest said land which I sold to D.C. Sewell.

Q.3.-- Please state ~~your estimate of how much cleared land you own~~ what proportion of said land you think is cleared.

A.-- I think there is a little over one-third cleared. There has been some more cleared but it has now grown up

Q.4.-- Please state the nature of the land not cleared and whether not there is any merchantable timber on the same worth mentioning?

A.-- ~~###~~ The part of said land not cleared is steep and rough, and there is no merchantable timber on it worth mentioning.

Q.5.-- State the nature of the cleared land and its state of cultivation.

A.-- The widow Dickenson has run it down until it is about worn out.



Q.5.-- Please give a description of the fences and the buildings thereon

A.-- The fenceing is in very bad repair, entirely gone in some places. There are several little cabins on said land which are worth practically nothing. There were some valuable buildings on it, but the dwelling house has burned down and the out buildings are destroyed and are being destroyed.

Q.6.-- Do you think the interest of the Willoughby children would be promoted by a sale of their interest and the money loaned?

A.-- Yes I think it would be if they could get as much as \$100.00 each for their interest, that is at the rate at which I sold my interest. The farm if ~~used~~ continued to be used as it is being used, it will be worth but little in a few years. ~~as it has been~~

And further thid deponent saith not.

J. M. Ely Jr.

The further taking of these depositions is adjourned until Monday Feb. 18th, 1901, at the same place.

Feb 15<sup>th</sup> 1901.

H. C. Joslyn  
Notary Public

Met pursuant to adjournment at the office of C.T. Duncan in the town of Jonesville, Va. on Feb. 18th, 1901.

Present: Same parties as on first day.

H. C. Joslyn N.P.

C.T. Duncan another witness of lawful age being duly sworn deposes as follows:

Q.1.-- Please state if you are acquainted with the home place of D.S. Dickenson deceased that is covered by the dower of Martha A. Dickenson, if so how long have you known it, give a general description of it, and whether or not in your opinion a sale of the two infant Willoughby children's interest would be beneficial to them?

A.-- I am acquainted with said tract of land and have known it since 1866. At that time it was owned by D.S. Dickenson now deceased. Mr. Dickenson died in 1873. Shortly after his death this tract of land was assigned to his widow, Martha A. Dickenson as and for her dower in all the real estate owned by him. She has occupied it ever since and



by leasing and otherwise has managed eke out a very poor living from it. At the time of Mr. Dickenson's death there was a good dwelling house on the land, a good barn and some other out-buildings. The dwelling house some fifteen years ago was destroyed by fire, the barn has gone down until it is now of practically no value and it is doubtful in its present condition whether it could be repaired or not. The out houses except a Spring house are gone. There is now, if I mistake not, in lieu of the dwelling house five little log cabins on the land.

This land is very rough and steep with a main county road running through it nearly a mile. At the time of Mr. Dickenson's death there was perhaps seventy-five to 100 acres of cleared land on the farm in fair state of cultivation. Since his death a large part of this cleared land has grown up in brush and bushes and it would cost nearly as much to clear it and put it in cultivation as it did when it was in original forest. The residue of the cleared land has been very badly worn and scuffed. The fences have all gone down and I know of no farm in the County that is so badly out of repair. Martha A. Dickenson the widow is about 55 years of age. Should she live her prospective number of years and manage the land as she has for the last 27 years, it would at her death be of very little value. There is no valuable timber upon it, and when fenced, I am of the opinion, that it will have to be fenced with wire, in other words that there is not enough accessible rail timber upon it to fence it. I am of opinion that the interest of the Willoughby children will be promoted and materially promoted by a sale of this land and the proper investment of the money, in fact I have advised their guardian for the last five or ten years to sell their interest in this land. Even if this land was not encumbered by dower, the small interest owned by these two infants, owing to the location and formation of this land, it could not be so partitioned as to make their shares at all valuable.

And further this deponent saith not.

L. T. Linsan



Virginia Lee County Court:

The foregoing depositions of J. W. M. Ely Jr and C. J. Duncan, were duly taken subscribed and sworn to, before me, at the times and places, and for the purposes, mentioned in the caption of the same.

Given under my hand this 18<sup>th</sup> day of February 1901.

H. C. Joselyn N. P.

A. W. Cock Guard.

Depositions of  
J. W. M. Ely Jr & C. J. Duncan

C. M. O. Willoughby et al

The depositions  
of J. W. M. Ely Jr  
& C. J. Duncan

Received from H. C.  
Joselyn the N. P. before  
whom taken and filed  
February 1901

A. B. Munsey Clerk



A.W.Couk, Guardian &c. ----- Plaintiff )  
Vs. ) In Chy.  
Nancy J.Willoughby et al.----- Defendants )

To the Honorable, H.A.W.Skeen, Judge of the Circuit  
Court of Lee County, Virginia:

Your undersigned Special Commissioner, who was, by a decree rendered in the above styled cause on the 9th day of March, 1901, appointed a special Commissioner for the purpose, and directed to convey to D.C. Sewell and Mary P. Sewell, his wife, the interests of C.M.C. Willoughby and Nancy J. Willoughby in the tract of land in the bill and proceedings mentioned, by deed with covenants of special warranty, and retaining therein a lien to secure the payment of the purchase money, begs leave to report, that he has made and executed said deed in pursuance to the direction of said decree, and in accordance with the terms of the contract of sale entered into between the said A.W. Couk, Guardian and the said D.C. Sewell; and your commissioner here files said deed as a part of this report marked "Deed".

Your commissioner was further required, by said decree, to report the execution of the purchase money bonds, which were therein required to be executed by A.W. Couk Guardian, by D.C. Sewell and Mary P. Sewell. Said bonds have been duly executed by said D.C. Sewell and Mary P. Sewell in pursuance with the requirements of said decree, with H.H. Pridemore and B.H. Sewell as sureties thereon. Your Commissioner here files said notes marked respectively "Purchase money bond No.1" and "Purchase money bond No.2". Your commissioner regards the security given as amply good and sufficient to secure the payment of the sums for which said bonds are executed.

This March 12th, 1901.

Respectfully submitted.

Geo. P. Cridlin  
Special Commissioner.



A. W. Cook, Guard. &c.  
vs. { Court's Report of  
Deed

Nancy J. Willoughby et al.

Filed March the 12<sup>th</sup> 1901  
A B Munsey Clk



Memorandum of Agreement entered into  
this Jan'y 11, 1901, between A. M. Cook  
Guardian of C. M. O Willoughby and  
Mannie J. Willoughby infant children of  
Charles Willoughby dec'd and Emma  
Willoughby, party of the first part; and  
D. C. Sewell party of the second part, -  
Witnesseth, That said A. M. Cook  
guardian as aforesaid sells and bargains  
to the said D. C. Sewell the interest of  
said infants in and to that certain  
tract of land known as the D. S. Dickenson  
Home place and covered by the dower  
of Martha A. Dickenson at the price  
of two Hundred dollars on such time  
and terms as the Court may direct  
and subject to the courts approval.  
Said interest in said land is more  
particular described as follows:- an  
undivided one-half of an undivided one-  
third in the said Dickenson land  
covered by the dower of Martha A. Dickenson,  
lying on the south side of Powell's  
River at & near the Dickenson Ford in  
Lee County, Va., the said infant heirs  
being two of the four heirs of said  
Willoughbys and the said interest in  
said land having been devised to all  
four of them by their Uncle, H. S.  
Minton dec'd.

And the said Sewell agrees to pay  
the said price of two Hundred dollars  
therefor upon such time & terms as the  
Court may direct and in addition



1    thence should the court approve and confirm  
2    the sale to him or he become the  
3    purchaser thereof at a sale & the same  
4    is confirmed to him to bring and  
5    prosecute the suit for the sale thereof  
6    free of charge and pay all cost  
7    of suit and expense of sale.

8    The suit to be instituted the next  
9    term of the circuit court and  
10   presented to a speedy determination.

11   Witness our hands & seals

12                   J. W. Court Guardian Seal  
13                   D. C. Sewell         Seal



A. W. Coulter

vs } Contract

Nancy J. Welloughby et al



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *L. M. O. Milloughby, Nancy J. Milloughby, infants under the age of 21 years, Emma Milloughby, L. H. Milloughby, Maud Kennedy nee Milloughby and W. L. Kennedy her husband* to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court, on the *1<sup>st</sup>* Monday in *February* 1901, to answer a bill in chancery exhibited against *them* in our said court by *A. B. Munsey* Guardian for *L. M. O. Milloughby and Nancy J. Milloughby*

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house, the *24<sup>th</sup>* day of *January* 1901, and in the 12<sup>*5<sup>th</sup>*</sup> year of the Commonwealth.

A copy, Teste:

*A. B. Munsey* Clerk.  
*A. B. Munsey* Clerk.



A. M. Leach Guard

vs. }

SUBPOENA  
IN CHANCERY.

E. M. O. Willoughby et al

p. q.

To ..... Rules.

Court.

I accept legal service  
of the within Subpoena  
in chancery, and  
all irregularities in its  
service. This Jan'y 24  
1901 - Emma Willoughby



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*L. M. O. Milloughby, Nancy J. Milloughby infants under the age of 21 years, Emma Milloughby, L. H. Milloughby, Maud Kennedy nee Milloughby and W. L. Kennedy her husband*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court, on the *1st* Monday in *February* 1901, to answer a bill in

chancery exhibited against *them* in our said court by *A. B. Calk* Guardian for *L. M. O. Milloughby and Nancy J. Milloughby*

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *24<sup>th</sup>* day of *January* 1901, and in the 12<sup>*5<sup>th</sup>*</sup> year of the Commonwealth.

A copy, Teste:

*A. B. Munsey* Clerk.

Clerk.



A.H. Con K grand

VS.

} SUBPCENA  
IN CHANCERY.

Chas D Willoughby

P. q.

To 2 Feby 1901 Rules.

.. Circuit Court.

We accept legal  
service of the within  
Subpoena in chancery &  
waive all irregularities  
in its service. This Jan'y  
24<sup>th</sup> 1901.

W. J. Kennedy  
Wm J Kennedy.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *to M O Milloughby, Nancy J. Milloughby, infants under the age of 21 years, Emma Milloughby, C. H. Milloughby, Maud Kennedy nee Milloughby, and M. L. Kennedy her husband*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court, on the *1st* Monday in *February* 1901, to answer a bill in

chancery exhibited against *them* in our said court by *A. M. Cook* Guardian for *to M O Milloughby and Nancy J. Milloughby*

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *24th* day of *January* 1901, and in the 125<sup>th</sup> year of the Common-

wealth.

A copy, Teste:

*A. B. Munsey* Clerk.

Clerk.



A M Court Guardian

VS.

}

SUBPŒNA  
IN CHANCERY.

C. M. O'Willoughby et als

B. H. Sewell p. q.

To 1st February Rules.

.. Circuit Court.

Executed January  
the 24th 1901 by  
Delivering a tested  
office copy to C. M.  
O'Willoughby and  
Mary J. Willoughby  
W. J. Mulham & Co